

UNITED STATES BANKRUPTCY COURT  
FOR THE EASTERN DISTRICT OF MICHIGAN  
SOUTHERN DIVISION-DETROIT

In re:

**MICHAEL A. REYNOLDS**

**Debtor.**

Case No. 19-44667 mbm

Chapter 13

Hon. Marci B. McIvor

**STATEMENT OF ATTORNEY FOR DEBTOR(S)**  
**PURSUANT TO F.R.BANKR.P.2016(b)**

The undersigned, pursuant to F.R.Bankr.P.2016(b) states that:

1. The undersigned is the attorney for Debtor(s) in this case.

2. The compensation paid or agreed to be paid by the Debtor(s) to the undersigned is:

RETAINER/FLAT FEE BLEND

A. Pursuant to retainer agreement:

The client agrees to compensate Gregory T. Osment & Associates, PLLC the "law firm" in such amount as is approved by the Bankruptcy Court in accordance with the terms and conditions of the Chapter 13 Plan. The minimum fee for services rendered in connection with a confirmed Chapter 13 Plan shall be \$3,500.00, based upon the hourly rate of the services performed by the Firm. The actual fee shall be that which is approved by the court subject to the minimum charged of \$3,500.00 and if the time devoted to such tasks exceeds \$3,500.00, then the fee shall be such amount based upon the hourly charges for the services performed subject to approval by the Court.

(a) Agreed fee (subject to hourly billing if fees exceed \$3,500.00).....\$3,500.00

Fees received prior to filing the case.....\$1,800.00

(b) The undersigned shall bill against the retainer at an hourly rate of \$225.00 per hour for all services provided. Debtor(s) have agreed to pay all court approved fees and expenses exceeding the amount of the retainer.

3. \$310.00 of the filing fee has been paid.

4. In return for the above disclosed fee, the law firm has agreed to render pre-confirmation legal services for all aspects of the bankruptcy case, including:

A. Analysis of Client's financial situation, and rendering advice and assistance to Client determining whether to file a petition under Title II, U.S.C.

B. Preparation and filing of the Petition, Schedules, Statement of Affairs, and other documents required to be filed to initiate proceedings.

C. Representation of Client at the first scheduled meeting of creditors.

D. Attendance and representation at the first scheduled confirmation hearing.

If any services other than those specifically stated above are performed then all services shall be billed to you at the rate of \$225.00/hour plus any related reimbursable expenses.

Gregory T. Osment & Assoc. PLLC, the "law firm" also agrees to provide post-confirmation legal services in the Chapter 13 Bankruptcy proceeding. The client agrees to compensate Gregory T. Osment & Associates, PLLC the "law firm" for their services in such amount as is approved by the Bankruptcy Court in accordance with the terms and conditions of the Chapter 13 Plan at the rate of \$225.00 per hour plus any related reimbursable expenses. The Client agrees that the law firm may initiate and perform all legal services as the law firm determines are reasonable and necessary in order to further the Client's interests. Examples of post-confirmation services that the law firm may undertake at their discretion include, but are not limited to, the following services:

- A. Engaging in all services necessary in order to periodically review the Client's case including reviews of receipts and disbursements made by the case trustee.
- B. Engaging in all services necessary in order to review and challenge all filed claims.
- C. Engaging in all services necessary in order to modify the terms of the Plan.
- D. Engaging in all services necessary in order to satisfy the Client's request for changes in their Plan.
- E. Engaging in all services necessary in order to obtain Court approval for financing.
- F. Engaging in all services necessary in order to ensure that the Plan completes timely.
- G. Engaging in all services necessary in order to ensure that the Discharge Order is entered by the Court.

5. The source of payments to the undersigned received prior to the filing of the case was from:

- A. X Debtor(s)' earnings, wages, compensation for services performed.
- B.      Other.

6. The undersigned has not shared or agreed to share, with any other person, other than with members of the undersigned's law firm or corporation, any compensation paid or to be paid except as follows: for \$100.00 paid to Elaine Niforos for special appearance at the 341 hearing.

Dated: May 15, 2019

Agreed: /s/Michael A. Reynolds

Debtor

/s/ Gregory T. Osment

GREGORY T. OSMENT P41385

Attorney for Debtor(s)

/s/Elaine M. Niforos

Elaine M. Niforos P49016

Attorney for Debtor(s)

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